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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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10 VALVE CORPORATION,

No. 2:24-CV-1717-JNW

11 Plaintiff,

**DECLARATION OF SCOTT LYNCH IN
SUPPORT OF VALVE
CORPORATION'S MOTION FOR
PRELIMINARY INJUNCTION**

12 v.

13 THOMAS ABBRUZZESE *et al.*,

14 Defendants.

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DECLARATION OF SCOTT LYNCH – 1

CORR CRONIN LLP
1015 Second Avenue, 10th Floor
Seattle, Washington 98104-1001
Tel (206) 625-8600
Fax (206) 625-0900

DECLARATION OF SCOTT LYNCH

I, Scott Lynch, declare as follows:

1. I am the Chief Operating Officer for Plaintiff Valve Corporation (“Valve”) in the above-captioned matter. I submit this declaration in support of Valve’s Motion for Preliminary Injunction. I make this declaration based on my personal knowledge and, if called upon to do so, would testify competently hereto.

A. Valve, Steam, and the SSA

2. Valve is a video game developer, publisher, and digital distribution company. Valve offers an online platform called Steam, where consumers can purchase, play, and interact with their friends about video games.

3. For an individual to create a Steam account and become a Steam user, he or she must first agree to a Steam Subscriber Agreement (“SSA”).

4. Valve does not collect a user's name, physical address, or phone number when he or she creates a Steam account.

5. In 2012, Valve added to the SSA an arbitration agreement providing that, with limited exceptions, users and Valve “agree to resolve all disputes and claims between us in individual binding arbitration” with the AAA (the “Superseded SSA”). The most recent version of the SSA containing that arbitration agreement went into effect on April 25, 2023 (“the Superseded SSA”). A true and correct copy of the Superseded SSA is attached hereto as Exhibit A.

B. Valve Replaces the Superseded SSA with the Current SSA

6. On September 26, 2024, Valve removed the arbitration agreement and class action waiver from the SSA. A true and correct copy of the current version of the SSA without an arbitration agreement or a class action waiver (the “Current SSA”) is attached hereto as Exhibit B. It is also available at https://store.steampowered.com/subscriber_agreement/.

7. When Valve launched the Current SSA, Valve inserted a prominent banner at the top of the agreement. The banner is set forth below.

1



2 STORE COMMUNITY ABOUT SUPPORT

Install Steam | Log in | Language

3

4

Valve has updated the Steam Subscriber Agreement. The updates affect your legal rights, including how disputes and claims between you and Valve are resolved. Among other things, the new dispute resolution provisions in Section 10 require that all disputes and claims proceed in court and not in arbitration. Please review carefully.

5

6

Home

7 Steam Subscriber Agreement

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8. The Current SSA has been continuously posted online on a public website since September 26, 2024, in 10 languages, with the prominent header calling out the changes. *See https://store.steampowered.com/subscriber_agreement/*.

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9. Valve also provided notice of the change to the SSA to Steam users in three other ways.

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10. First, beginning on September 26, 2024, Valve provided the below email notice to all U.S. Steam users (including all Defendants) of the change to the SSA (the “Email Notice”), sending the notice to the email address of record for their Steam accounts. The Email Notice specifically called out changes to the dispute resolution provision:

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DECLARATION OF SCOTT LYNCH – 3

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Hello

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**We have updated the Steam Subscriber
Agreement**

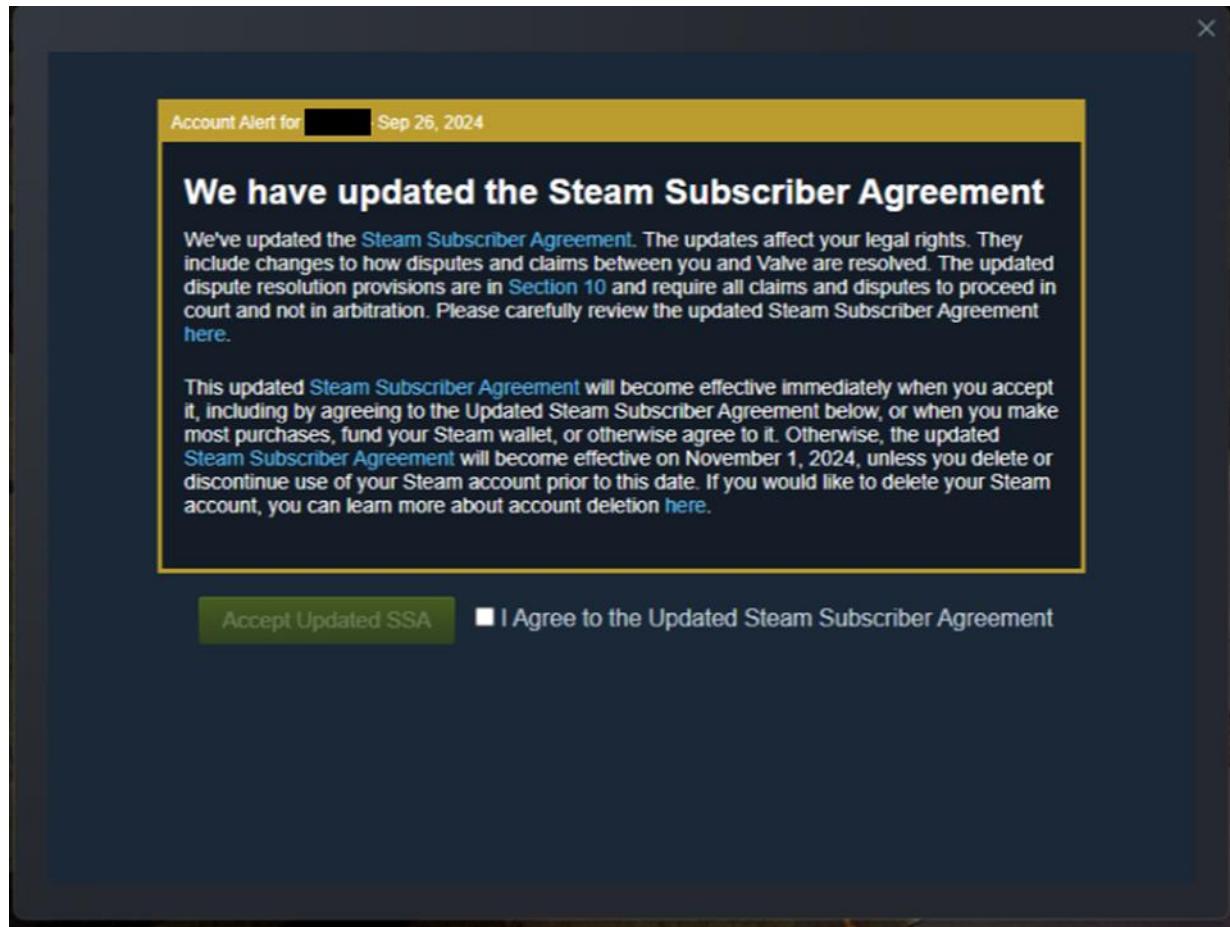
10 We've updated the [Steam Subscriber Agreement](#). The updates affect your
11 legal rights. They include changes to how disputes and claims between you
12 and Valve are resolved. The updated dispute resolution provisions are in
13 [Section 10](#) and require all claims and disputes to proceed in court and not in
arbitration. We've also removed the class action waiver and cost and fee-
14 shifting provisions. Please carefully review the updated Steam Subscriber
Agreement [here](#).

15 This updated [Steam Subscriber Agreement](#) will become effective
immediately when you agree to it, including when you make most purchases,
16 fund your Steam wallet, or otherwise accept it. Otherwise, the updated
[Steam Subscriber Agreement](#) will become effective on November 1, 2024,
17 unless you delete or discontinue use of your Steam account before then. If
you would like to delete your Steam account, you can learn more about
18 account deletion [here](#).

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22 This notification has been sent to the email address associated with your
23 Steam account.

1 11. The Email Notice included multiple links to the full text of the Current SSA, shown
2 in blue text above.

3 12. Second, beginning on September 26, 2024, Valve provided notice of the new
4 agreement through the below pop-up that appeared on the Steam client (the “Pop-Up Notice”). The
5 Pop-Up Notice provided:



13. In addition to calling out the changes to the dispute resolution provision, the Pop-Up
14 Notice included multiple links to the full text of the Current SSA, shown in blue text above.

15. The Pop-Up Notice enabled users to agree to the Current SSA by checking a box
16 stating: “I Agree to the Updated Steam Subscriber Agreement” then clicking “Accept Updated
17 SSA.”

18. DECLARATION OF SCOTT LYNCH – 5

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 Fax (206) 625-0900

1 15. Alternatively, users could close the Pop-Up Notice without agreeing to the Current
2 SSA, as indicated by the “X” at the top right corner of the pop-up.

3 16. Third, beginning on September 26, 2024, Valve published the below blog post on the
4 Steam platform providing notice of the change to the SSA, available at
5 <https://store.steampowered.com/news/app/593110/view/4696781406111167991> (the “Blog Post”).
6 The Blog Post provided:

NEWS POSTED Thu, September 26

The Updated Steam Subscriber Agreement

We'd like to share some information about recent updates to the Steam Subscriber Agreement (SSA), which mainly relate to how any disputes between Valve and Steam users are resolved.

We've eliminated the requirement that disputes be resolved by individual arbitration. As always, we encourage you to contact Steam Support when you have any issues, as that will nearly always be the best way to reach a solution. But if that doesn't work, the updated SSA now provides that any disputes are to go forward in court instead of arbitration. We've also removed the class action waiver, as well as the cost and fee-shifting provisions, that were in prior versions of the SSA.

For many of our customers (including the ones living in the EU and UK, Australia, New Zealand, and Quebec), these updates have limited impact as the arbitration rules did not apply to them even before the update.

This is just an overview and we encourage you to review the entire updated SSA. You can review it [here](#).

 46,884

 Rate Up



 1,522

Discuss

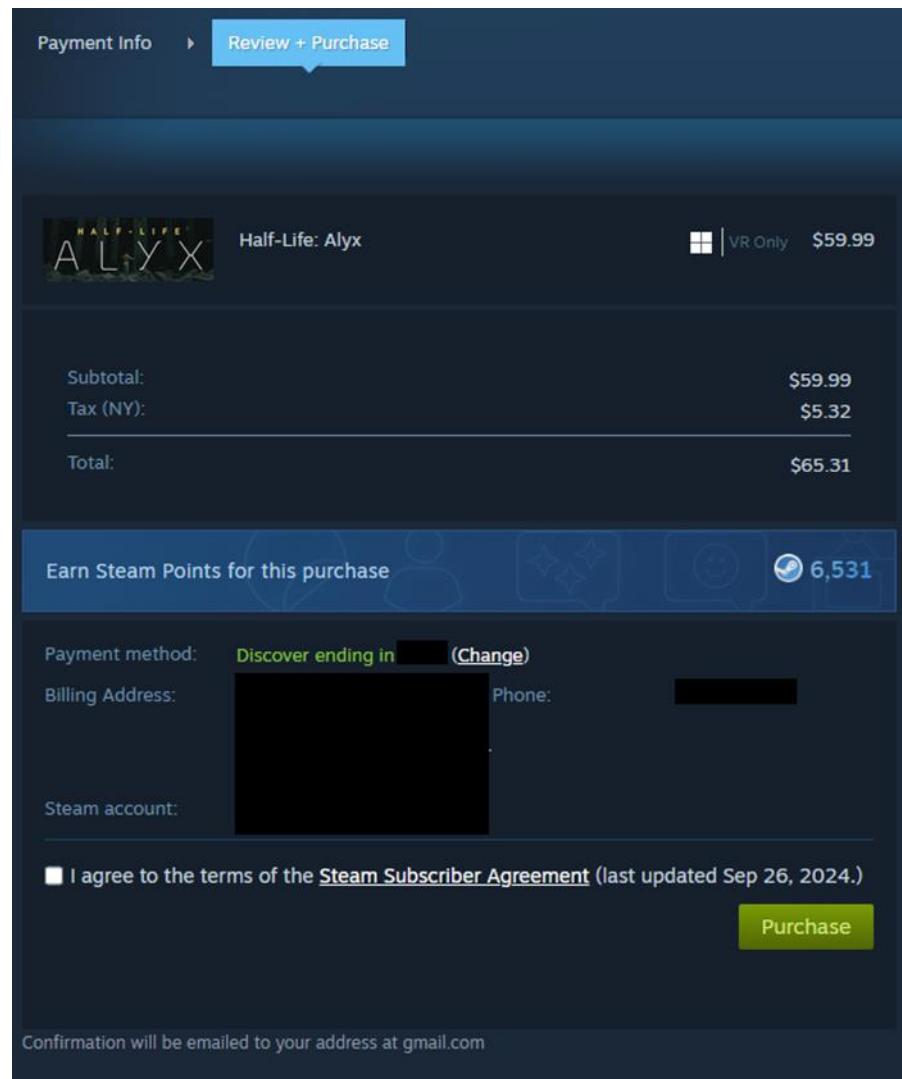
 Share

21 17. The Blog Post included multiple links to the Current SSA, shown in blue text above.

22 18. A "Steam Wallet" contains funds that may be used for the purchase of any game on
23 Steam or within a game that supports Steam transactions.

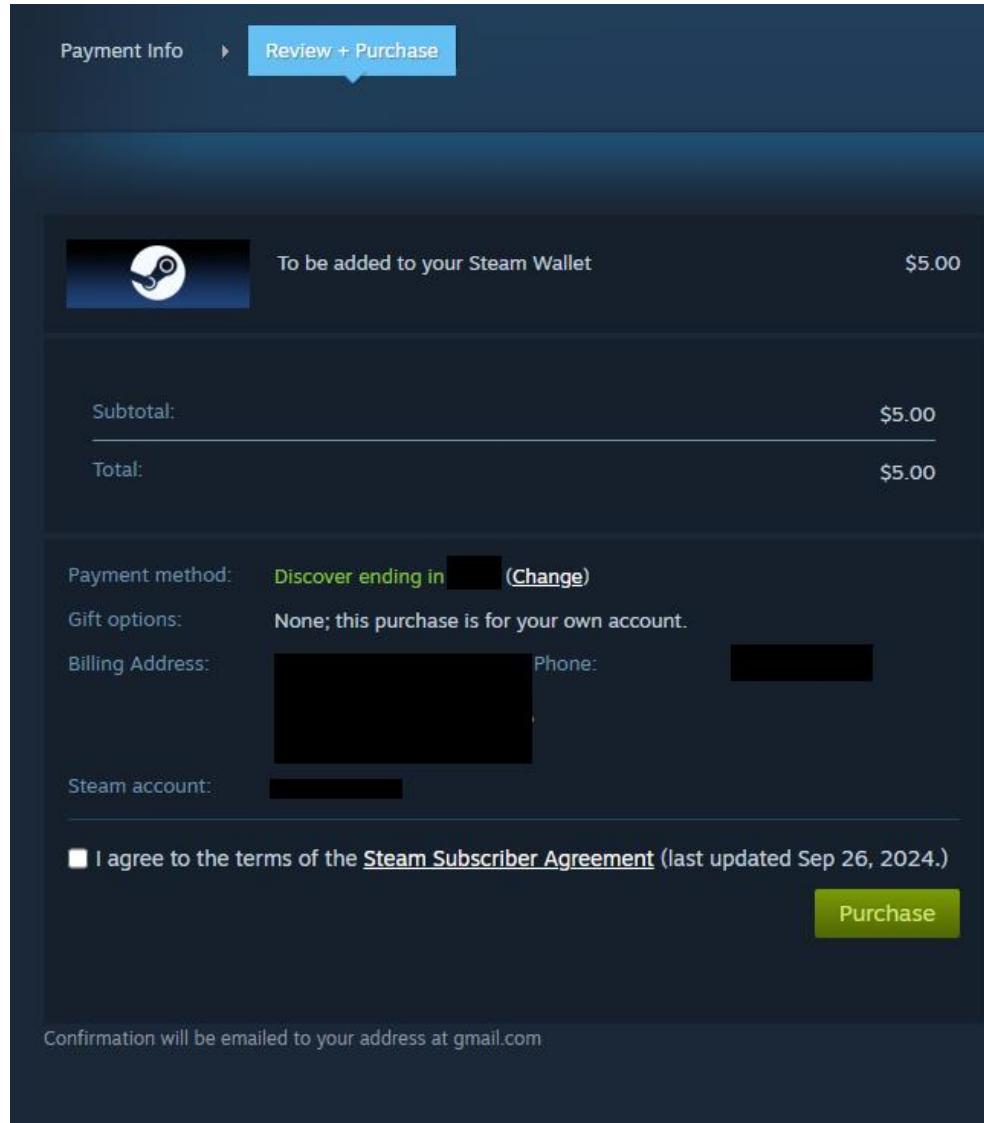
1 19. Users must accept the Current SSA every time they fund their Steam Wallet or make
2 a purchase on Steam itself¹ after September 26, 2024.

3 20. Consistent with the Email Notice and Pop-Up Notice, when a user makes a purchase
4 on Steam, the user is presented with an unchecked box requiring the user to accept the Current SSA,
5 which is hyperlinked in white text to the words “Steam Subscriber Agreement” shown below:



26 27 28 1 As opposed to a purchase made using Steam Wallet funds from within a game launched
through Steam.

1 21. Consistent with the Email Notice and Pop-Up Notice, when a user funds their Steam
2 Wallet, the user is presented with an unchecked box requiring the user to accept the Current SSA,
3 which is hyperlinked in white text to the words “Steam Subscriber Agreement” shown below:



22 C. **Valve Sent All Defendants Notice of the SSA Update**

23 22. I am informed that counsel for Defendants in the arbitrations that are the subject of
24 this action provided Steam IDs that the Defendants allege belong to them. Throughout this
25
26

1 declaration, I assume that the Steam IDs provided by counsel for all Defendants belong to them, but
2 do not have personal knowledge as to whether they are in fact the owners of these accounts.

3 23. Between September 26, 2024, and September 27, 2024, Valve sent the Email Notice
4 to the email address associated with the Steam account claimed by every Defendant providing notice
5 of the new SSA.

6 **D. 454 Defendants Affirmatively Agreed to**
the Current SSA Prior To November 1, 2024

7 24. Based on a review of Valve's records, 454 of the 572 Defendants affirmatively
8 accepted the Current SSA prior to November 1, 2024, by (i) checking the check box affirming "I
9 Agree to the Updated Steam Subscriber Agreement" and clicking "Accept Updated SSA" through
10 the Pop-Up Notice; (ii) making a purchase and agreeing to the Current SSA by checking "I agree to
11 the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024)" and clicking the
12 "Purchase" button; or (iii) performing both of those actions. Among these 454 Defendants, 417 also
13 subsequently re-affirmed their acceptance to the Current SSA by making a purchase and agreeing to
14 the Current SSA by checking "I agree to the terms of the Steam Subscriber Agreement (last updated
15 Sep 26, 2024)" and clicking the "Purchase" button after November 1, 2024.

16 **E. The Remaining 118 Defendants Agreed to the Current SSA Because They**
Did Not Delete or Discontinue Use of Their Accounts By November 1, 2024

18 25. The remaining 118 Defendants are bound by the Current SSA pursuant to the terms
19 of the Email Notice and Pop-Up Notice because they did not delete or discontinue use of their Steam
20 accounts by November 1, 2024.

21 26. No Defendant deleted or requested to delete his or her Steam account before
22 November 1, 2024.

23 27. Based on Valve's records, all 118 Defendants who did not affirmatively accept the
24 Current SSA by November 1, 2024, have logged into Steam on or after November 1, 2024.

25 28. Based on Valve's records, among these 118 Defendants, 76 also subsequently
26 affirmatively accepted the Current SSA by making a purchase and agreeing to the Current SSA by

1 checking "I agree to the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024)" and
2 clicking the "Purchase" button on or after November 1, 2024.

3 29. A true and correct copy of a chart identifying the method(s) by which each Defendant
4 accepted the Current SSA is attached hereto as Exhibit C.

5 **F. Valve Has Expended Significant**
6 **Resources Defending Unauthorized Arbitrations**

7 30. Valve has incurred significant AAA and legal fees and devoted substantial employee
8 time to preparing for and attending arbitration hearings in Defendants' arbitrations before the
9 American Arbitration Association under a reservation of rights.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed on this 21 day of August, 2025.

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13 DocuSigned by:
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E15DE3B2F05941C...

15 Scott Lynch
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